



### **Open Account Application and Agreement**

**Company Name:** \_\_\_\_\_ **Years in Business:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Resale Certificate Number:** \_\_\_\_\_

(Certificate of Exemption must be attached for nontaxable sales)

#### **Billing Contact:**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Preferred Invoice Delivery**    ☐ Mail    ☐ E-mail    ☐ Fax

#### **Special Invoicing Systems (If applicable):**

**Name:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**Username:** \_\_\_\_\_

**Password:** \_\_\_\_\_

Are Purchase Orders required? ☐ Yes ☐ No

Would you like to handle payments via ACH/EFT? ☐ Yes ☐ No *(will send information to Billing Contact if checked)*

#### **Business Type:**

☐ Corporation (State of \_\_\_\_\_)

☐ Partnership

☐ Sole Proprietor

**Fed Tax ID #:** \_\_\_\_\_

*For Partnerships and Sole Proprietors only*

#### **Principals of Company:**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

#### **Business Credit References**

	<u>Name of Creditor</u>	<u>Telephone Number</u>	<u>Fax Number</u>	<u>Contact Name</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____

### **TERMS & CONDITIONS OF OPEN ACCOUNT**

**(Please Read Carefully)**

PAYMENT TERMS ON SERVICE AND PARTS SALES ARE NET 30 DAYS. TRL Systems, Inc. ("TRL") reserves its right in its sole discretion to cancel/reduce credit and refuse to make future credit sales. Customer agrees to review immediately upon receipt, each of TRL's statements and advise TRL of any discrepancy/dispute within 20 days of receipt of each such statement, and to provide a written statement

describing any discrepancy/dispute on any single statement. Failure to do so constitutes a waiver of any claim for such discrepancy/dispute.

An interest charge of 2% per month will be charged on all amounts not paid within 30 days after due date and continuing each month until paid in full. In the event of default, the undersigned agrees to pay all costs of collection, including fees of any collection agency and attorney's fees whether hourly or contingent, and further agrees that any legal action brought hereunder shall be brought in San Bernardino County, California. No terms or conditions hereof may be changed except by written consent of TRL. All sums due for rentals, goods and/or services purchased, by, for, or on behalf of the undersigned are payable to TRL Systems, Inc., 9531 Milliken Avenue, Rancho Cucamonga, CA 91730.

This Agreement shall be binding upon the successors and assigns of \_\_\_\_\_ ("Customer") and regardless of any subsequent incorporation, reorganization, merger, consolidation, change of partners, change of name or any other change in the composition of Customer.

The undersigned warrants that he/she has the authority to execute this Open Account Agreement for Customer and to bind it to the terms contained herein and further certifies that all information provided herein is true and correct. Customer further certifies that this request is for the extension of credit for business purposes.

Customer hereby authorizes TRL to secure a credit report regarding Customer from time to time in connection with the extension or continuation of credit represented by this Agreement or the collection of debts resulting there from. Customer further agrees to the release of credit information, including the reporting of credit history to credit reporting agencies, consistent with the Fair Credit Reporting Act 15 U.S.C. §1681, et seq., as amended. This authorization shall continue without expiration.

#### **PROTECTION OF EMPLOYMENT RELATIONS**

During the term of this Agreement, and for a period of one (1) year immediately following the completion of the project, T.R.L. SYSTEMS, INCORPORATED and COMPANY agree that neither Party, without the express prior written consent of the other, will directly or indirectly, solicit, hire, contract with, nor otherwise engage the services of, any employee of the other Party. The parties further agree that if one Party hires an employee of the other Party in violation of this provision, the breaching Party shall pay to the non-breaching Party damages in an amount equal to one hundred percent (100%) of the hired employee's total annual compensation (including all salary and benefits). Such relief shall be in addition to, and not in lieu of, all other remedies available to the non-breaching Party whether at law or equity.

#### **SIGNATURE REQUIRED TO PROCESS FOR CREDIT**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

Signed \_\_\_\_\_ on behalf of \_\_\_\_\_ (Customer)

Name (*Printed*): \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Please return this form to [ar@trlsystems.com](mailto:ar@trlsystems.com) or fax to (909) 390-8397, ATTN: Accounts Receivable